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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

2:18-cv-01727-GMN-PAL

GABRIELLA REYES
5516 BOULDER HIGHWAY
SUITE 2F378
LAS VEGAS, NV 89122
(888) 631-4611 TOLL FREE
(800) 785-4594 FAX
PARALEGALTOTHERESCUE@GMAIL.COM,

Plaintiff,

-vs-

DANIEL FLAGG; GEORGE ALLEN;
DANIEL GONZALES; ERIC MESI;
VANESSA MESI; BETTY MESI;
ROBIN CRAWFORD; DANIEL DART;
and DOES 1 THROUGH 100;
INCLUSIVE,

Defendants.

JURY TRIAL REQUESTED

PLAINTIFF, GABRIELLA REYES, (hereafter "Gabriella") complains and alleges as follows against the defendants, DANIEL FLAGG, (hereafter "Daniel"); GEORGE ALLEN, (hereafter "George"); DANIEL GONZALES, (hereafter "Gonzales"); ERIC MESI, (hereafter "Eric"); VANESSA MESI, (hereafter "Vanessa"); ROBIN CRAWFORD, (hereafter "Robin"); DANIEL DART, (hereafter "Dart"); and DOES 1 through 100, inclusive, as follows:

JURISDICTION AND VENUE

This court has federal subject matter jurisdiction as a diversity claim since the parties reside in different states 28 U.S.C. § 1332.

1 This is a civil action seeking damages and injunctive relief for copyright infringement
2 under the Copyright Act of the United States, 17 U.S.C. § 101, et seq. 30.

3 The Court has original subject matter jurisdiction over copyright claims pursuant to 28
4 U.S.C. § 1331 and 1338(a). This Court also has supplemental jurisdiction over Plaintiff's claims
5 arising under state law under 28 U.S.C. § 1367, as those claims form part of the same case or
6 controversy.
7

8 This court is also proper because the plaintiff resides in this district, and the acts that are
9 the basis of this complaint happened while the plaintiff was in Nevada.

10 **JURY DEMAND**

11 Plaintiff demands a jury trial in this case.

12 **PARTIES**

13 The plaintiff, Gabriella Reyes, is a natural person and United States citizen residing in
14 Las Vegas, Nevada. She is the holder of a PayPal account that was set up for the billing
15 purposes of her mother, Jody Williams, who does freelance advocacy and paralegal work from
16 home. Her address is 5516 Boulder Highway, #2F378, Las Vegas, NV 89122.
17

18 All defendants are natural persons residing in the state of California except for Betty
19 Mesi who resides in Nevada. Defendants' bank used in this transaction, is, and at all times
20 herein mentioned, was a Corporation who will be identified and added as a doe shortly once the
21 discovery process starts and a subpoena can be issued to Paypal to obtain that information.
22

23 Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES I
24 through 10, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will
25 amend this complaint to allege their true names and capacities when ascertained.
26
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1 Plaintiff is informed and believes and thereon alleges that, at all times herein mentioned,
2 each of the defendants sued herein was the agent and employee of each of the remaining
3 defendants and was at all times acting within the purpose and scope of such agency and
4 employment.

5 BACKGROUND OF THE CASE

6 The plaintiff was advertising her services on Craigslist when the defendants contacted her
7 for assistance. The ad takes potential customers to her website where she has a "no refund"
8 policy clearly stated on it there, as well as on the payment button clearly visible.
9

10 In order to pay the plaintiff, you will see the "no refund" policy clearly pointed out. *A*
11 *copy of that page is attached as Exhibit 1 to this complaint.*

12 Before any work is done, a retainer is asked for upfront, and an agreement is signed
13 which also gives the plaintiff power of attorney powers. *A copy of the blank agreement is*
14 *attached as Exhibit 2 to this complaint.*

15 The work that the defendants wanted was then discussed. The defendants made it clear
16 they understood the terms of this agreement included a non-refund of money for any reason.
17 Because the money had been put on deposit, and because Paypal has a buyer/seller protection
18 policy, the plaintiff had no reason to believe she would have this money taken back as long as
19 she delivered the work ordered. *Copies of the buyer/seller protection coverage is attached as*
20 *Exhibit 3 to this complaint.*

21 The work was then done. After the work was done, and time was spent providing
22 services otherwise to the defendants, a final written product was delivered to the defendants.
23 Copies of all the communications, and the final product(s) delivered to the defendants will be
24 provided before the time of trial.
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Without any discussion with the plaintiff, the defendants then did a reversal of the payment not with Paypal, but with their bank instead knowing that Paypal would not honor a refund since the work was done and delivered. They did not ask for a credit or anything at all before making this dispute.

Paypal did not honor their Sellers' Policy and the money was debited from her account after the defendants' took their payments and reversed them at their bank level.

Paypal then tried to negotiate with the defendants' bank, but they had lied to their bank and the money was not refunded to the plaintiff.

A demand letter was sent to the defendants via email. A second demand letter was sent by certified mail with a duplicate sent by email that was also ignored. A copy of these letters and the return receipt will be provided to the court before the time of trial. Plaintiff is still waiting to get the receipts back from the post office, but the ten (10) days' notice she gave has expired.

Since they've made no attempt to repay the plaintiff for the work performed, this complaint is being filed.

FIRST CAUSE OF ACTION FOR FRAUD

COUNT ONE – COMMON LAW FRAUD

Plaintiff incorporates by reference the foregoing allegations as though fully set forth herein.

In the United States, common law generally identifies nine elements needed to establish fraud: (1) a representation of fact; (2) its falsity; (3) its materiality; (4) the representer's knowledge of its falsity or ignorance of its truth; (5) the representer's intent that it should be acted upon by the person in the manner reasonably contemplated; (6) the injured party's ignorance of its falsity; (7) the injured party's reliance on its truth; (8) the injured party's right to

1 rely thereon; and (9) the injured party's consequent and proximate injury. See, e.g., *Strategic*
2 *Diversity, Inc. v. Alchemix Corp.*, 666 F.3d 1197, 1210 n.3, 2012 U.S. App. LEXIS 1175, at *25
3 n.3 (9th Cir. 2012) (quoting *Staheli v. Kauffman*, 122 Ariz. 380, 383, 595 P.2d 172, 175 (1979));
4 *Rice v. McAlister*, 268 Ore. 125, 128, 519 P.2d 1263, 1265 (1975); *Heitman v. Brown Grp., Inc.*,
5 638 S.W.2d 316, 319, 1982 Mo. App. LEXIS 3159, at *4 (Mo. Ct. App. 1982); *Prince v. Bear*
6 *River Mut. Ins. Co.*, 2002 UT 68, ¶ 41, 56 P.3d 524, 536-37 (Utah 2002).

8 When the defendants made these representations that they "had a deal", they knew them
9 to be false, and these representations were made by defendants with the intent to defraud and
10 deceive plaintiff and with the intent to induce plaintiff to act in the manner herein alleged.

11 At the time defendants made the promises to plaintiff, defendants had no intention of
12 actually paying for these services. How plaintiff knew this will be explained in a separate
13 declaration which will be filed shortly under separate cover from the complaint before the time
14 of trial.

16 Plaintiff, at the time this promise to pay was made and at the time plaintiff took the
17 actions herein alleged, was ignorant of defendants' secret intention not to perform and plaintiff
18 could not, in the exercise of reasonable diligence, have discovered defendants' secret intention.

20 In reliance on these representations, plaintiff was induced to and did perform the work
21 requested. Had plaintiff known the actual facts, she would not have taken such action.

22 Plaintiff's reliance on defendants' representations was justified because the money had
23 been deposited already into Paypal, the contract had been signed, there was a buyer/seller
24 protection policy with Paypal and that's why she used them to collect the money for the deposit,
25 and she delivered the work requested. Since these were "eligible" transactions, and therefore
26 should have been covered under the sellers' protection policy, plaintiff was not expecting this.
27
28

1 As a result of defendants' fraud, the plaintiff has suffered financial and other damages, in
2 an amount to be proven before time of trial.

3 Plaintiff is entitled to recover attorneys' fees and costs from the defendants.

4 In addition, plaintiff's damages are increasing and ongoing each day this is not resolved.

5 Moreover, Defendants' actions were malicious, fraudulent, oppressive, and intended to
6 injure the Plaintiff. Consequently, Plaintiff is entitled to punitive damages.
7

8 COUNT TWO – CONSTRUCTIVE FRAUD

9 Plaintiff incorporates by reference the foregoing allegations as though fully set forth
10 herein.

11 Under contract law, a defendant can be liable to a plaintiff for constructive fraud if there
12 was: (1) a false misrepresentation; (2) in reference to a material fact; (3) for the purpose of
13 inducing the other party to rely on such representation; 4) on which the other party did justifiably
14 rely; (5) which resulted in damages or injury; and (6) a fiduciary relationship between the parties.
15 *Hagarty v. Ithaca City School District*, 423 N.Y.S. 2d 843 (1979).
16

17 When the defendants made these representations that they "had a deal", they knew them
18 to be false. These representations were made by defendants with the intent to defraud and
19 deceive plaintiff and with the intent to induce plaintiff to act in the manner herein alleged.
20

21 At the time defendants made the promises to plaintiff, defendants had no intention of
22 actually paying for these services
23

24 Plaintiff, at the time this promise to pay was made and at the time plaintiff took the
25 actions herein alleged, was ignorant of defendants' secret intention not to perform and plaintiff
26 could not, in the exercise of reasonable diligence, have discovered defendants' secret intention.
27
28

1 In reliance on these representations, plaintiff was induced to and did perform the work requested.

2 Had plaintiff known the actual facts, she would not have taken such action.

3 Plaintiff's reliance on defendants' representations was justified because the money had
4 been deposited already into Paypal, the contract had been signed, there was a buyer/seller
5 protection policy with Paypal and that's why she used them to collect the money for the deposit,
6 and she delivered the work requested.

7
8 As a result of defendants' fraud, the plaintiff has suffered financial and other damages, in
9 an amount to be proven before time of trial.

10 Plaintiff is entitled to recover attorneys' fees and costs from the defendants.

11 Moreover, Defendants' actions were malicious, fraudulent, oppressive, and intended to
12 injure the Plaintiff. Consequently, Plaintiffs is entitled to punitive damages.

13
14 In addition, plaintiff's damages are increasing and ongoing each day this is not resolved.

15 COUNT THREE-MAIL FRAUD (§ 1341. Frauds and swindles)

16 Plaintiff incorporates by reference the foregoing allegations as though fully set forth
17 herein.

18
19 Whoever, having devised or intending to devise any scheme or artifice to defraud, or for
20 obtaining money or property by means of false or fraudulent pretenses, representations, or
21 promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or
22 procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or
23 anything represented to be or intimated or held out to be such counterfeit or spurious article, for
24 the purpose of executing such scheme or artifice or attempting so to do, places in any post office
25 or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by
26 the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent
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1 or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any
2 such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the
3 direction thereon, or at the place at which it is directed to be delivered by the person to whom it
4 is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than
5 20 years, or both.

6
7 If the violation occurs in relation to, or involving any benefit authorized, transported,
8 transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major
9 disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford
10 Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial
11 institution, such person shall be fined not more than \$1,000,000 or imprisoned not more than 30
12 years, or both.

13
14 When the defendants made these representations that they "had a deal", they knew them
15 to be false, and these representations were made by defendants with the intent to defraud and
16 deceive plaintiff and with the intent to induce plaintiff to act in the manner herein alleged.

17
18 At the time defendants made the promises to plaintiff, defendants had no intention of
19 actually paying for these services

20 The postal service was used in connection with the fraudulent acts of the defendants.

21 Plaintiff, at the time this promise to pay was made and at the time plaintiff took the
22 actions herein alleged, was ignorant of defendants' secret intention not to perform and plaintiff
23 could not, in the exercise of reasonable diligence, have discovered defendants' secret intention.

24
25 In reliance on these representations, plaintiff was induced to and did perform the work
26 requested. Had plaintiff known the actual facts, she would not have taken such action.

1 Plaintiff's reliance on defendants'; representations was justified because the money had
2 been deposited already into Paypal, the contract had been signed, there was a buyer/seller
3 protection policy with Paypal and that's why she used them to collect the money for the deposit,
4 and she delivered the work requested.

5 As a result of defendants' fraud, the plaintiff has suffered financial and other damages, in
6 an amount to be proven before time of trial.

7 Plaintiff is entitled to recover attorneys' fees and costs from the defendants.

8 Moreover, Defendants' actions were malicious, fraudulent, oppressive, and intended to
9 injure the Plaintiff.
10

11 Consequently, Plaintiff is entitled to punitive damages.

12 In addition, plaintiff's damages are increasing and ongoing each day this is not resolved.
13

14 COUNT FOUR = § 1344. Bank fraud

15 Plaintiff incorporates by reference the foregoing allegations as though fully set forth
16 herein.

17 Whoever knowingly executes, or attempts to execute, a scheme or artifice-- (1) to
18 defraud a financial institution; or (2) to obtain any of the moneys, funds, credits, assets,
19 securities or other property owned by, or under the custody or control of, a financial institution,
20 by means of false or fraudulent pretenses, representations, or promise
21

22 When the defendants made these representations that they "had a deal", they knew them
23 to be false, and these representations were made by defendants with the intent to defraud and
24 deceive plaintiff and with the intent to induce plaintiff to act in the manner herein alleged.

25 At the time defendants made the promises to plaintiff, defendants had no intention of actually
26 paying for these services
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28

1 Plaintiff, at the time this promise to pay was made and at the time plaintiff took the
2 actions herein alleged, was ignorant of defendants' secret intention not to perform and plaintiff
3 could not, in the exercise of reasonable diligence, have discovered defendants' secret intention.
4 In reliance on these representations, plaintiff was induced to and did perform the work requested.
5 Had plaintiff known the actual facts, she would not have taken such action.

6
7 Plaintiff's reliance on defendants' representations was justified because the money had
8 been deposited already into Paypal, the contract had been signed, there was a buyer/seller
9 protection policy with Paypal and that's why she used them to collect the money for the deposit,
10 and she delivered the work requested.

11 In order to get the bank to reverse the payment to Paypal, the defendants lied to the bank
12 as well and involved them in this scheme to defraud the plaintiff.

13
14 As a result of defendants' fraud, the plaintiff has suffered financial and other damages, in
15 an amount to be proven before time of trial.

16 Plaintiff is entitled to recover attorneys' fees and costs from the defendants.
17 Moreover, Defendants' actions were malicious, fraudulent, oppressive, and intended to injure the
18 Plaintiff. Consequently, Plaintiffs is entitled to punitive damages.

19
20 In addition, plaintiff's damages are increasing and ongoing each day this is not resolved.

21 COUNT FIVE= § 1343. FRAUD BY WIRE, RADIO, OR TELEVISION

22 Plaintiff incorporates by reference the foregoing allegations as though fully set forth
23 herein.

24
25 Whoever, having devised or intending to devise any scheme or artifice to defraud, or for
26 obtaining money or property by means of false or fraudulent pretenses, representations, or
27 promises, transmits or causes to be transmitted by means of wire, radio, or television
28

1 communication in interstate or foreign commerce, any writings, signs, signals, pictures, or
2 sounds for the purpose of executing such scheme or artifice, shall be fined under this title or
3 imprisoned not more than 20 years, or both.

4 If the violation occurs in relation to, or involving any benefit authorized, transported,
5 transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major
6 disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford
7 Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial
8 institution, such person shall be fined not more than \$1,000,000 or imprisoned not more than 30
9 years, or both.
10

11 When the defendants made these representations that they "had a deal", they knew them
12 to be false, and these representations were made by defendants with the intent to defraud and
13 deceive plaintiff and with the intent to induce plaintiff to act in the manner herein alleged.
14

15 At the time defendants made the promises to plaintiff, defendants had no intention of
16 actually paying for these services
17

18 Plaintiff, at the time this promise to pay was made and at the time plaintiff took the
19 actions herein alleged, was ignorant of defendants' secret intention not to perform and plaintiff
20 could not, in the exercise of reasonable diligence, have discovered defendants' secret intention.
21 In reliance on these representations, plaintiff was induced to and did perform the work requested.
22 Had plaintiff known the actual facts, she would not have taken such action.
23

24 Plaintiff's reliance on defendants' representations was justified because the money had
25 been deposited already into Paypal, the contract had been signed, there was a buyer/seller
26 protection policy with Paypal and that's why she used them to collect the money for the deposit,
27 and she delivered the work requested.
28

1 Since this deal was made by payment done over the internet, and the fraudulent
2 representations were made over cell phones and email, and this was done across state lines
3 between California and Nevada, this makes this matter a violation of the wire fraud laws.

4 As a result of defendants' fraud, the plaintiff has suffered financial and other damages, in
5 an amount to be proven before time of trial.

6 Plaintiff is entitled to recover attorneys' fees and costs from the defendants. Moreover,
7 Defendants' actions were malicious, fraudulent, oppressive, and intended to injure the Plaintiff.
8 Consequently, Plaintiffs is entitled to punitive damages.

9 In addition, plaintiff's damaged are increasing and ongoing each day this is not resolved.

10 **SECOND CAUSE OF ACTION – BREACH OF CONTRACT**

11 **COUNT ONE – BREACH OF WRITTEN AGREEMENT**

12 Plaintiff incorporates by reference the foregoing allegations as though fully set forth
13 herein.

14 The agreement defendants signed was a valid and binding agreement. Defendants
15 breached this express, and implied, contract by going to their bank and having them issue a
16 refund thereby circumventing Paypal's protection policy they also agreed to be bound by when
17 making the transaction. So this is an additional implied and express agreement that the
18 defendants violated by making this refund.

19 Defendants also violated the implied covenant of good faith and fair dealing by taking the
20 money back from the plaintiff after the work and services had been delivered to them.

21 As a result of defendants' breach of their written agreement, the plaintiff has suffered
22 financial and other damages, in an amount to be proven before time of trial. Because money was
23 debited from her account she didn't expect, this caused her to have other financial problems.

1 Plaintiff is entitled to recover attorneys' fees and costs from the defendants. Moreover,
2 Defendants' actions were malicious, fraudulent, oppressive, and intended to injure the Plaintiff.
3 Consequently, Plaintiffs is entitled to punitive damages

4 In addition, plaintiff's damaged are increasing and ongoing each day this is not resolved.

5 COUNT TWO – BREACH OF ORAL AGREEMENT

6 Plaintiff incorporates by reference the foregoing allegations as though fully set forth
7 herein.

8 The agreement defendants signed was a valid and binding agreement. Defendants
9 breached this express and implied contract by going to their bank and having them issue a refund
10 circumventing Paypal's protection policy they also agreed to be bound by when making the
11 transaction.
12

13 Defendants also violated the implied covenant of good faith and fair dealing by taking the
14 money back from the plaintiff after the work and services had been delivered.
15

16 As a result of defendants' breach of their oral agreement, the plaintiff has suffered
17 financial and other damages, in an amount to be proven before time of trial.
18

19 Plaintiff is entitled to recover attorneys' fees and costs from the defendants. Moreover,
20 Defendants' actions were malicious, fraudulent, oppressive, and intended to injure the Plaintiff.
21 Consequently, Plaintiff is entitled to punitive damages

22 In addition, plaintiff's damaged are increasing and ongoing each day this is not resolved.

23 THIRD CAUSE OF ACTION FOR CONVERSION (THEFT)

24 Plaintiff incorporates by reference the foregoing allegations as though fully set forth
25 herein.
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1 The plaintiff executed custom research and writing in order to complete the task plaintiff
2 asked her to do. Custom writing is therefore the copyrighted product of the plaintiff the minute
3 it's written. In the agreement, it states she does not release the copyright of her writing, meaning
4 it's her property until it's released, until she'd received payment for this product. When the
5 defendants took back the payment, the plaintiff then revoked her copyright release. Meaning the
6 defendants took and converted the plaintiff's product she created for his own use without her
7 consent or consideration.

9 The defendants then used the services and product of the plaintiff for their own purposes
10 thereby converting/stealing them for their own use illegally and fraudulently. They lied to her to
11 make her think she was being paid for this work, and upon receiving the work they then did a
12 payment reversal, used her work, and therefore stole time and services from her.

14 The defendants are responsible for the harm done to the plaintiff by her time, services,
15 and products being used without her release and/or consent.

16 As a result of defendants' conversion, the plaintiff has suffered financial and other
17 damages, in an amount to be proven before time of trial.

19 Plaintiff is entitled to recover attorneys' fees and costs from the defendants. Moreover,
20 Defendants' actions were malicious, fraudulent, oppressive, and intended to injure the Plaintiff.
21 Consequently, Plaintiffs is entitled to punitive damages

22 In addition, plaintiff's damages are increasing and ongoing each day this is not resolved.

23 **FOURTH CAUSE OF ACTION FOR COPYRIGHT INFRINGEMENT**

24 Plaintiff incorporates by reference the foregoing allegations as though fully set forth
25 herein.
26
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1 Plaintiff is the sole owner of her writing. For writers, the copyrights are naturally issued
2 upon writing, and attaching their name to the work. The email that was used to transmit the
3 work also reaffirmed that all writing is the plaintiff's property and can't be used without her
4 consent and release. The contract the defendants signed reaffirmed that the copyrights for her
5 original writing is not released if payment is withdrawn for the work, which the defendants did
6 when he reversed the payment with his bank for the work. They then used the work with the
7 court.

8
9 If you compare it with the original sent to them, you can see clearly the plaintiff's writing
10 was used. Defendants infringement has been undertaken knowingly, and with intent to
11 financially gain from the plaintiff's protected copyrighted work. Defendants' have failed to
12 exercise their right and ability to supervise persons within their control to prevent infringement,
13 and they did so with intent to further their financial interest in the infringement. Accordingly,
14 Defendants have directly, contributorily, and vicariously infringed upon plaintiff's copyrighted
15 work.

16
17 The defendants is responsible for the harm done to the plaintiff by her time, services, and
18 products being used without her release and/or consent.

19
20 As a result of defendants' copyright infringement, the plaintiff has suffered financial and
21 other damages, in an amount to be proven before time of trial.

22
23 Plaintiff is entitled to recover attorneys' fees and costs from the defendants. Moreover,
24 Defendants' actions were malicious, fraudulent, oppressive, and intended to injure the Plaintiff.
25 Consequently, Plaintiffs is entitled to punitive damages

26 In addition, plaintiff's damaged are increasing and ongoing each day this is not resolved.
27 This act of infringement entitles the plaintiff to attach the lawsuit that her work was used to
28

1 affect so that any award may be used to pay her for these services rendered, as well as any profits
2 that are due her for her percentage in making the award possible.

3 **FIFTH CAUSE OF ACTION FOR VICARIOUS COPYRIGHT INFRINGEMENT**

4 Plaintiff incorporates by reference the foregoing allegations as though fully set forth
5 herein.

6 Defendants induced, caused and materially contributed to the vicarious copyright
7 infringement against the plaintiff's works by allowing payment for the work which would have
8 authorized it's release to be reversed. Defendants had the right and ability to control the
9 infringing acts of the individuals who infringed upon the plaintiff's original copyrighted works.

10 Defendants had knowledge of the infringing acts and performed them intentionally and
11 with malice. These acts constitute contributory copyright infringement.

12 The defendants are responsible for the harm done to the plaintiff by her time, services,
13 and products being used without her release and/or consent.

14 As a result of defendants' copyright infringement, the plaintiff has suffered financial and
15 other damages, in an amount to be proven before time of trial.

16 Plaintiff is entitled to recover attorneys' fees and costs from the defendants. Moreover,
17 Defendants' actions were malicious, fraudulent, oppressive, and intended to injure the Plaintiff.
18 Consequently, Plaintiffs is entitled to punitive damages

19 In addition, plaintiff's damaged are increasing and ongoing each day this is not resolved.
20 This act of infringement entitles the plaintiff to attach the lawsuit that her work was used to
21 affect so that any award may be used to pay her for these services rendered, as well as any profits
22 that are due her for her percentage in making the award possible.

CONCLUSION

WHEREFORE, plaintiff prays for judgment against the defendants, as follows:

1. For general damages in an amount to be proven at time of trial but not less than \$100,000;
2. To enter a judgment that the defendants willfully infringed upon the plaintiff's copyrighted works;
3. That the court issue injunctive relief against the defendants, their agents, representatives, employees, successors and assigns and all others in active concert and participated in this infringement, that they be enjoined and restrained from using this protected work until such time as the plaintiff releases it;
4. That the court order an impoundment of the work currently on file with the court, or failing this to put a lien on any award in the case to ensure payment of any award rendered in this case payable to the plaintiff;
5. For compensatory, exemplary and/or punitive damages in an amount determined by the court;
6. For treble damages where allowed because of fraud;
7. For pre- and post-judgment interest as allowed by law;
8. For costs of suit which will be proved at time of trial incurred herein;

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1 9. To send a copy of this lawsuit and judgment if the plaintiff wins to the district
2 attorney's office in that defendant's to consider pressing criminal charges for these
3 actions of fraud, theft of services, conversation, wire and mail fraud, etc.;

4 10. For such other and further relief as the court may deem proper.

5 September 5, 2018

6
7 GABRIELLA REYES, PRO SE

8
9 **VERIFICATION**

10 I, GABRIELLA REYES, am the plaintiff in the above-entitled action. I have read the
11 foregoing *complaint* and know the contents thereof.

12
13 The same is true of my own knowledge, except as to those matters which are therein
14 alleged on information and belief, and as to those matters, I believe it to be true.

15 Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my
16 knowledge, information, and belief that this complaint: (1) is not being presented for an improper
17 purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;
18 (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or
19 reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so
20 identified, will likely have evidentiary support after a reasonable opportunity for further
21 investigation or discovery; and (4) the complaint otherwise complies with the requirements of
22 Rule 11..
23

24
25 I declare under penalty of perjury that the foregoing is true and correct and that this
26 declaration was executed at Las Vegas, Nevada.

27 September 5, 2018

1 9. To send a copy of this lawsuit and judgment if the plaintiff wins to the district
2 attorney's office in that defendant's to consider pressing criminal charges for these
3 actions of fraud, theft of services, conversation, wire and mail fraud, etc.;

4 10. For such other and further relief as the court may deem proper.

5 September 5, 2018

6 
7 GABRIELLA REYES, PRO SE

8
9 **VERIFICATION**

10 I, GABRIELLA REYES, am the plaintiff in the above-entitled action. I have read the
11 foregoing *complaint* and know the contents thereof.

12
13 The same is true of my own knowledge, except as to those matters which are therein
14 alleged on information and belief, and as to those matters, I believe it to be true.

15 Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my
16 knowledge, information, and belief that this complaint: (1) is not being presented for an improper
17 purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;
18 (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or
19 reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so
20 identified, will likely have evidentiary support after a reasonable opportunity for further
21 investigation or discovery; and (4) the complaint otherwise complies with the requirements of
22 Rule 11..
23

24
25 ///

26 ///

1 I declare under penalty of perjury that the foregoing is true and correct and that this
2 declaration was executed at Las Vegas, Nevada.

3 September 5, 2018


4 
5 GABRIELLA REYES, PRO SE
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EXHIBIT 1

Freelance Paralegal | 247Paralegal | Payments

If you have trouble with this button, you can send to paralegalscustomerservice@gmail.com. You can also send a cashier's check to my business address payable to J. L. Williams.

Please note - once I have started working on your matter, there are no refunds on your retainer. If you want to pay by cash, I can give you a bank account # at Bank of America to make a deposit into. You can then either make a deposit, or do a wire transfer if you can't. Paypal. I also have Google Wallet if you prefer to pay that way.

If you have a credit balance left over - you're welcome to come back for further help at any time in the future.

Also, unless you've paid me for "rush" work, the work will be done during normal business hours of M-F 9-5 pm PST.

PAYPAL BUTTON HERE

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EXHIBIT 2

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POWER OF ATTORNEY FORM

I, _____, hereby give Jody Williams, of 5516 Boulder Highway, Henderson, NV 89122, phone (888) 631-4611, the right to access, obtain, copy, request, order and/or receive in her possession any medical, legal, financial, educational, and/or any other type of information, forms, records, files, on my behalf for the purposes of acting as advocate on my behalf. I acknowledge she is not representing herself to be an attorney, nor is she giving me any legal advice, interpreting the law for me, analyzing the law, or even advising me how to fill out legal forms and pleadings. She has advised me if I need legal advice and/or representation to contact my local Bar Association for a referral to a licensed attorney. Any opinions she gives me are her personal opinion only. This release will expire within one year of signature naturally, but I can terminate this agreement at any time upon written notice.

I further give Jody the unlimited right to speak to anyone on my behalf to represent me as an advocate and/or to obtain information from other people and offices such as other attorneys, judges, teachers, social workers, police officers, doctors, child protective services workers, secretaries, bank officers, court clerks, IRS agents, government employees, records keepers, investigators, and any and all other parties with respect to any of my legal, educational, medical, and/or financial needs for myself, and that of my relatives, who are: (please note the name and contact information of any next of kin for you in case you have a medical emergency to contact):

As well as that of my company whose name is _____

I also agree to indemnify her and hold her not responsible in any way for any legal consequences of acting on my behalf to obtain any information and/or to act as my advocate and/or representative. This agreement holds if I become incapacitated, incarcerated, or unable to speak for myself for any reason, she can act as my proxy to act in my behalf with my best interests in mind. This means she can speak to doctors, nurses, medical personnel, jail and/or prison personnel, hospital employees, and/or anyone else who she might need to speak to if I become incarcerated, incapacitated, and/or in some way can't speak for myself.

I further give her the right to sign my signature to any order forms to obtain records and/or information, and/or to sign legal documents that I have reviewed beforehand and have consented to her doing so. If she has an electronic signature of mine on file, she can use that or just sign for me as needed on forms. All records are destroyed by shredders once our work is done and they are kept offline in order to remain safe from hackers.

Dated: _____ Signature *

SS# _____ Please print name * will expire after 12 months automatically

ID # _____ Street Address

State _____ City, State and Zip

Birthdate _____

PLEASE ATTACH A COPY OF
YOUR ID SO THAT YOUR
SIGNATURE CAN BE VERIFIED

If you don't have an ID – please
See if you can get this notarized.
If not, I need something to verify
What your signature looks like.

Phone # _____

Email _____

(If incarcerated – your inmate number.)

1924

ACKNOWLEDGMENT OF TERMS

JODY WILLIAMS

Because I work remotely, you aren't able to see the work I'm actually putting into your case. There are ways however I can document the time and the work for you to review it should you wish to do so. To give you an idea what I do on a case that you might not see, and how I operate, I have written up a list of my "terms", or how I work.

This is not a contract nor a promise, but just a general explanation of terms. I ask you to sign this only that you've received it and read it so there's no misunderstanding hopefully between us. Let me give you an idea of why I do this - I've had clients for example who have literally emailed me on Easter Sunday demanding that I respond to their email within one hour. When I obviously didn't get that message because it was a Sunday, and a holiday, this person got totally upset at me claiming I was "avoiding them" which was not the case. I'm pretty sure probably 99.99 % of people were not at work at a holiday weekend. Since I especially had not promised them anytime at that hour, nor was anything due the next day, it was very frustrating.

I generally am available for work Monday through Friday during the hours of 10:00 a.m. and 6:00 p.m. The phone tends to be very active on Monday's and Friday's, so it is next to impossible to get through to me then. If you do, expect the phone to ring about every five minutes. While I will work on the research and writing involved in your projects during the evenings and on weekends when I need to do so, I generally don't answer the phone other than these hours. The best way to reach me with questions is by email.

I think it would help for you to understand how I work in ways you don't see because I am working remotely. To be able to offer you such low pricing, I don't have an office. I work from a home office, so I save on rent as well as office attire, dry cleaning, office furniture, etc. To keep overhead to a minimum, I also am the one person on staff here. There is no receptionist, answering service, secretary, file clerk, bookkeeper, etc. I wear all the hats around here. This means when I'm on the phone with someone else, I can't answer the second call. It also means if I'm at the post office I can't take calls either. Which is again why the best way to reach me is by email.

This also means when I take on a new client, I have to then start with the interview process. After I do the initial consultation to see if I feel comfortable helping you, then we have to finalize that agreement. If we agree on terms, I'll

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send you out an invoice and set up an accounting for you in a ledger. This means I have to add a file for you in the address book, as well as the ledger book so I can keep track of not only what you've paid me for a retainer, but also I can note any expenses that I might spend out of that retainer.

I assign every new client a number, so that if I buy postage for you or pay a filing fee, I can make a note on the account that it's for your file. This client number then gets inserted into other accounts I have set up like the postage account in case I mail something for you, or the e-filing account in case I file something for you with the court. I use paypal so I can spend money from your retainer without having access to your bank information also for both our protection. That's another reason why you give me a retainer is so that if there is a filing fee or postage, I take that out of my retainer and pay it.

Once I set up an account for you and assign you an account number, then I have to set up a file for you. I have red folders for my criminal files, blue for my family law files, and manilla/tan color for civil cases. Anything you send me in the way of paperwork, evidence, pleadings, etc., is printed out and then put into your folder so I have a hard copy of everything. What if my hard drive were to crash and eat everything? This way I have a backup copy. Also, you may have things that shouldn't be left sitting online where someone can hack into the system and steal the documents. I protect your information as much as possible this way too by not letting your personal data just sit in my email for months. If I'm working off a paper copy then your files aren't just sitting online where they could be hacked into.

Once I have everything in your file, I can then make a mental note of what I'm missing. This tells me what I have to do for you and also gets my list going of everything we need to pull together to accomplish your goals. When I'm doing research on your case, I do this in Google Chrome. As I'm typing up documents for you, I work in Google Docs. The reason is because as I work on your documents, Google Docs will track every minute of time I'm spending on your document and keep a record. You will be sent an invitation that you can "share" which allows you to actually peek in and watch me working, see where I'm at, make comments as the work progresses, etc.

If I am making calls on your behalf, I can do this from the Google phone. The software allows me to track the amount of time spent on the call, and also

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records the call. The recording then links to your file and client number. This way if you need to hear what the call was about, I can just send you over a link to that file as well. The recording app also keeps track of the time I've spent on the call so I can further keep track of the time since most of my clients I work off the retainer by the hour and also by deducting the costs. Since I reside in Nevada I can legally record my calls and they can also legally be used in your case. This is one of the advantages of hiring me – I can use calls made on your behalf to support your case or position.

When I send you a document for review, I'll send it to you in a pdf format for easy viewing. You can print out what I send you and write out any changes you wish on the document, then scan it and return. I'll make the changes for you and then submit you a final in pdf and Word. The reason I will give you both is that you can modify the Word document further if you wish, while pdf files are the "final" version, good for printing, faxing or posting online.

Because it is just me working here, it keeps the costs down, but it also means that I can only be in one place at a time. So if you send me an email, you will receive an answer within 24 hours, UNLESS it's the weekend. If you send me an email on Saturday, I may answer it by Sunday, but most likely it will be answered by Monday. I check my emails twice a day – in the morning and before I quit. If your email comes in after each one of these check-in's, then I will respond by the next check-in which may not be until the next morning depending on when you emailed me. Keep in mind I'm on Pacific Time Zone so you may be three hours ahead. If you have not heard from me within 24 hours, then I may not have received your email. So if you don't have a response in 24 hours and it's not the weekend, then resend or call me.

My 800 number is connected to my cell phone. That way I can answer my business calls from anywhere I am. Sometimes I use different cell phones, so while you call me on (888) 631-4611, I may call you back from different numbers for this reason. This changing of phones means sometimes I don't get text messages. This is why the best way to reach me is by email. I only check voice messages once a day, so you will get a call back within 24 hours of me checking my voice mail. This is why you'll get a quicker response back from me by email. I could hire someone to answer the phone, but it will increase what I charge you but frankly it increases the chance I might not get your message given to me accurately.

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Your payment to me gives you the right of confidentiality and non-disclosure. As long as I'm paid, everything you said to me or give me is confidential and this means I won't discuss it with anyone. If however, you bounce a check on me and don't make sure that I'm paid what I was promised, that constitutes a breach of contract in my mind. This means we have no confidentiality. If I have to file a small claims against you to be paid for my services, you need to know this means everything that was said and done between us becomes something anyone can access as it's then public record. This also means that services like Paypal will then see everything I created for you as proof of my work, so you will lose all rights of confidentiality if we have a payment breach.

If you've paid me a retainer and I haven't started on setting up your work yet, then I will give you a refund if you change your mind. However, once I have started the wheels rolling on your project I will not. I'm not selling a product here but a service. A service where even my emotional support offered is part of the service. Just as much as the sharing with you of my experience and advice. Law firms pay huge amounts of money for someone to develop them a legal strategy, so even me explaining how I think we should tackle your situation is what you're paying me for. I may have done hours of research on the laws regarding your situation, or spent hours reading through your paperwork before I ever start typing anything. I may not even type anything.

Meaning once I've started work on your project, I will not issue a refund: I can't "restock" my time for another client to use. You need to understand that when I'm talking to you, I'm not talking to someone else. When I'm working on your file, that's someone else I'm not helping. Because I am a "one man band", this is why I have to have this policy. I will however grant you a credit if you wish to use my time other ways. Maybe you need a Will developed, or help collecting on a bill. I might be able to help you on a tax issue or with student loans. You can come back in six months and I'll help with whatever you need if you have a credit with me. I look forward to working with you.

ACKNOWLEDGED:

DATE: _____

PLEASE PRINT NAME

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EXHIBIT 3

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PS

What is the Seller Protection Policy and what items aren't covered?

Seller protection is a free service provided to our members. It reinforces our commitment to building trust and safety in our network. It acts as a safeguard for claims, chargebacks, or reversals opened for the following reasons:

- Unauthorized Transactions
- Item Not Received

Seller protection does not provide protection for:

- Claims, chargebacks, or reversals for items significantly not as described.
- Intangible items, licenses for digital content, and services.
- Items that PayPal determines, in its sole discretion, as counterfeit items.
- Items that you deliver (or are picked up) in person.
- Personal Payments that are received.
- Sales that are not processed either through a buyer's PayPal account or a guest checkout transaction. This includes sales made using the PayPal Payment Pro/Virtual Terminal (VT) product, PayPal business payments or PayPal Here.
- Items equivalent to cash including gift cards.

Seller protection is only available for qualified transactions. The Activity page shows whether or not your transaction is eligible for coverage under this policy. If it is, ship to the shipping address displayed once you click the transaction.

To ensure that your items are shipped to the appropriate address, do not accept shipping labels from the buyer or offers to use their shipping services (such as access to their account), since you will not be covered under Seller Protection. **Fraudulent buyers may encourage you to use their shipping services since they have the ability to change or re-route the shipping address and then open a claim saying they did not receive the item from you.**

Claims, chargebacks, and reversals are usually filed within 180 days of the transaction, but can be filed beyond this timeframe as well. Therefore, we suggest you retain your shipment information (including proof of shipment and online shipment tracking information) for a minimum of 180 days - or longer. It's important to note that different shipping companies retain shipping details and make information available online for different amounts of time according to their policies and practices. You should make decisions regarding which shipping companies you use and how you retain shipping records based on all of these factors.

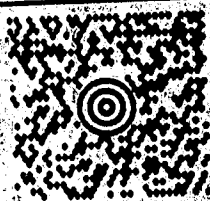
The eligibility requirements for coverage can also be found in the Seller Protection section of our User Agreement.

JODY WILLIAMS
(702) 488-1127
THE UPS STORE #3836
STE 2F
5518 BOULDER HWY
LAS VEGAS, NV 89122-6865

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DATE: 06 SEP 2008

SHIP FILING CLERK
TO: LLOYD D. GEORGE FEDERAL COURTHOUSE
333 LAS VEGAS BLVD S

LAS VEGAS NV 89101-5837

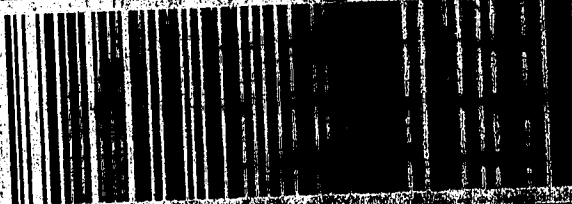


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